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Current Topics.

Marginal Notes.

TIME and again the question is raised whether the marginal note to a section of an Act of Parliament forms part of the statute, and whether it may be taken into consideration in construing the section to which it is appended, assuming there is any ambiguity in the language of the section itself. A glance at any of the older "Digests" will show that on this, as on so many points connected with our statute law, opinion has varied from time to time. In one "Digest" we find three consecutive cases bearing on the title of a statute; the first reads thus: "The title of a statute is no part of the law;" the second: "There is authority for saying that the title of a statute may be used where there is any ambiguity in the statute"; the third: "The title cannot be resorted to for the purpose of construing the provisions of the Act." What is the ordinary practitioner to make of these discordant views? Turn now to the cases dealing with the value of marginal notes. Here, again, we take cases from the same "Digest." The first reads thus: "*Semble*, the marginal notes to an Act now form part of the Act, and may be used for the purpose of interpreting it"; the second: "The marginal note to a section in the copy printed by the Queen's printer, forms no part of the statute itself, and is not binding as an explanation or as a construction of the section"; the third: "The *dictum* [in the first of these cases] is not correct, and the marginal notes to the sections of an Act of Parliament are not to be taken as part of the Act." What, again, is the lawyer, on being asked to advise, to make of this? True, as to marginal notes, two cases take the view that they are not part of the governing words of the Act; but Professor JENKS, in his recently published work, "The New Jurisprudence," says this: "The wording of the statute as a whole, including the title, preamble (or introductory matter), and, it seems, now, even the sidenotes in Acts of Parliament, must be considered." On the other hand, we have Mr. Justice AVORY, in *Rex* v. *Hare* [1934] 1 K.B. 354, saying, in set terms, that "headings of sections and marginal notes form no part of a statute. They are not voted on or passed by Parliament, but are inserted after the Bill becomes law." It is doubtful whether this last statement is universally accurate, as there is at least one statute where the section as it appears in the statute book has no reference to the matter mentioned in the marginal note, and it looks as if the section, as originally drawn, dealt with that point but was deleted in the progress of the Bill through Parliament. It is a thousand pities that we cannot have some sure guidance on this important question from Parliament itself. It might well say either that the sidenote shall be or shall not be taken into account, but the very fact that such notes are provided seems to point to some function they are intended to subserve, and if they fail to perform this service, would it not be better to dispense with them altogether?

The "Tote" and Bets off the Course.

IN *Attorney-General* v. *Racecourse Betting Control Board* (78 SOL. J. 207), the National Sporting League failed in its attempt to get a declaration that the board were acting *ultra vires* in paying, or agreeing to pay, Tote Investors Limited and London & Provincial Sporting News Agency (1929) Limited commission or remuneration for bets placed through their agency on the board's totalisators by "off the course" backers. The board, as is well known, derive their powers from the Racecourse Betting Act, 1928, and the National Sporting League, at whose secretary's relation the Attorney-General sued, sought to argue that the Act was limited in its operation to "on the course" betting. Had this argument prevailed, the advantages to members of the league would have been great, for the volume of bets placed "off the course" is far larger than those placed on it, and is consequently much more to be desired. EVE, J., however, while fully alive to the motives of the action, was not impressed by the validity of the arguments advanced. Many authorities were cited to him, but the question was really as to whether the board had in any way disregarded the provisions of the Act of 1928. Section 1 of the Act gave the board power to set up and operate totalisators on horse racecourses. Section 2 gave them (*inter alia*) power to appoint and pay "officers, servants or agents." Section 3 gave them (*inter alia*) certain rights and imposed certain duties with regard to the takings of the totalisators. It was clearly necessary, as EVE, J., pointed out, for them to make every effort to gather together the largest possible number of bets in order to meet the heavy cost of running the totalisators, and in his view the relator failed to prove any infringement or disregard of the Act. The principle to be applied in looking to see whether an Act has been infringed by the corporation which it created is to be found in *Baroness Wenlock* v. *River Dee Co.*, 10 App. Cas. 354, where Lord WATSON says, at p. 362, that "the powers which the corporation may lawfully use in furtherance of these objects must either be expressly conferred or derived by necessary implication of its [i.e., the Act's] provisions." In *Attorney-General* v. *Great Eastern Railway*, 5 App. Cas. 473, Lord SELBORNE had said, at p. 478, ". . . this doctrine ought to be reasonably, and not unreasonably, understood and applied, and . . . whatever may fairly be regarded as incidental to, or consequential upon, those things which the Legislature has authorised, ought not (unless expressly prohibited) to be held, by judicial construction, to be *ultra vires*." Both these *dicta* were cited by Viscount CAVE, L.C., in *Deuchar* v. *Gas Light & Coke Co.* [1925] A.C. 691, at p. 695, as correctly expounding the law, and the authorities were again reviewed by Lord HANWORTH, M.R., in *Attorney-General* v. *Smethwick Corporation* [1932] 1 Ch. 562, at p. 576. In view of these authorities, the relator, as EVE, J., indicated, seems to have been somewhat optimistic. The "off the

course " backer may still have a " tote " bet on his favourite horse, but not, as yet, on his favourite greyhound (*Shuttleworth* v. *Leeds Greyhound Association Ltd.* [1933] 1 K.B. 400; 77 SOL. J. 48).

Increase of Sentence on Appeal.

INCREASING a prisoner's sentence on appeal was until quite recently a power confined to the Court of Criminal Appeal, and applied in cases of appeals against sentence only. Section 4 (3) of the Criminal Appeal Act, 1907, provides that on an appeal against sentence the Court of Criminal Appeal shall, if they think that a different sentence should have been passed, quash the sentence passed at the trial, and pass such other sentence warranted in law by the verdict (whether more or less severe) in substitution therefor as they think ought to have been passed, and in any other case shall dismiss the appeal. Many sentences have been increased on appeal since that date (see *R.* v. *Simpson*, 5 Cr. App. R. 217; *R.* v. *Massey*, 16 Cr. App. R. 85; *R.* v. *Buxton and Scott*, 18 Cr. App. R. 53, The Summary Jurisdiction (Appeals) Act, 1933, which came into operation on 1st January, 1934, sought, among other things, to extend this power to Quarter Sessions on the hearing of appeals from courts of summary jurisdiction, but, curiously enough, it appears from the wording of s. 31 (1) (viii) of the new section in the Summary Jurisdiction Act, 1879, which is now, by s. 1 of the 1933 Act, substituted for s. 31 of the Summary Jurisdiction Act, 1879, that Quarter Sessions now may increase a prisoner's sentence on an appeal against conviction as well as on an appeal against sentence. The words are: " On an appeal against a conviction or a sentence, the powers of Quarter Sessions . . . shall be construed as including power to award any punishment, whether more or less severe than that awarded by the court of summary jurisdiction, which that court might have awarded." The first case of an increase of sentence under the new provision was heard at the London Sessions on 9th March, in *R.* v. *Beenham*, a case of larceny of £1, in which the prisoner had been sentenced to twenty-eight days' imprisonment with hard labour. He appealed against conviction but not against sentence, and the bench at sessions increased the sentence to three months' imprisonment with hard labour. It is rather strange that the Act differentiates (ss. 1, 2 and 9) between appeals against conviction and appeals against sentence, in view of the fact that the wording of the sub-section produces the result that all appeals against convictions to Quarter Sessions are now appeals against sentences also. It is, indeed, more than a little difficult to understand why the Legislature sought in this way to discourage appeals to Quarter Sessions in a greater measure than appeals to the Court of Criminal Appeal.

The Problem of Weak Bridges.

A CONSIDERABLE amount of alarm appears to be caused in the transport industry among owners and users of heavy motor vehicles by the possibility that s. 30 of the Road and Rail Traffic Act, 1933, may be brought into force by bridge authorities with regard to the many comparatively weak bridges which exist all over the country, mostly spanning railways or canals. The section empowers bridge authorities to prohibit the traffic of cars over certain weights to be specified in notices placed at each end of the bridge, subject to the proviso that such maximum weights are not to be less than 5 tons laden for a vehicle, and 3 tons for an axle weight. The section requires twenty-eight days' public notice of any restriction to be given, and gives a right of appeal to the Minister of Transport by persons or bodies aggrieved. Heavy penalties are provided for the use of a bridge in breach of any prohibition under the Act. The question is, what is going to happen in the near future, for, as a correspondent of *The Times*, Mr. C. L. HOWARD HUMPHREYS, points out, even if the money to reconstruct all these bridges were immediately available (and the Ministry has undertaken to find 75 per cent. of the cost), it would be physically impossible to complete the work within the next two to three years. Up to the present, we believe, there has been no case of a heavy motor lorry or coach breaking through a bridge and falling on to a railway or canal. On the other hand, we have not yet heard of any action being taken under s. 30 of the Act to avert such a disaster; possibly there has not been time for it, though there are a large number of bridges which have warning notices that they will not bear more than a certain weight, and are consequently avoided by vehicles over that weight. Even if the Government find 75 per cent. of the cost of reconstruction, the question will arise, who is to pay the remaining 25 per cent. Under the Bridges Act, 1929, it will be divisible, in some proportion, between the owners and the local bridge authority, i.e., the county council. The proportion, if not agreed upon, must be determined by arbitration, the result of which depends on the facts of each case. The question of liability, however, in all cases of bridges over statutory undertakings, is dominated largely by the decision of the House of Lords in the *Sharpness Case* [1915] A.C. 654, holding that a duty to " maintain, support and keep in sufficient repair " made the owners only liable to keep the bridges in repair in the condition in which they were originally made, and not liable to strengthen them to meet modern needs. This decision, following others to the same effect, has not been altered by any subsequent legislation. It may be, then, that if a new bridge has to be built the cost will be defrayed as to 75 per cent. out of the taxes, and 25 per cent. out of the rates.

A Wheat Act Case.

ON 12th May, 1932, the Wheat Act, 1932, was passed in order to fix a standard price for home-grown millable wheat. Under the Act millers and importers of flour are to make up the difference between the average price and the standard price of wheat by reference to a quota. On 12th March, 1934, the first prosecution under the Act was heard at Sussex Assizes at Lewes: *Rex* v. *Everall* (*The Times*, 13th March). Four of the nine counts against the accused charged him with obtaining or attempting to obtain by false pretences £373 from the Wheat Commission at Westbourne between 9th July, 1932, and 31st July, 1933, while the remaining counts charged him with furnishing false information and accounts to the Commission and an officer of the Commission. The discovery of the frauds was made in the course of a check on a selected number of certificates on which deficiency payments were claimed. Section 15 of the Act provides for bye-laws to be made for enabling payments to be made in advance during any cereal year on account of the deficiency payments which will become due in respect of wheat sold by registered growers in that year and for the issue of wheat certificates vouching for claims for such payments on satisfactory proof of the facts entitling the claimants to such payments. The defendant had put in eight certificates during the cereal year ended July, 1933, the total sales represented in the certificates being 1,684 cwt., which would have entitled him to £373 12s. 9d. Actually he grew and threshed 1,036 cwt. only. The accused pleaded guilty, was sentenced to nine months' imprisonment in the second division, and was ordered to pay £200 towards the cost of the prosecution. The offences under the Wheat Act are set out in s. 16 and are mostly concerned with forgery of certificates, furnishing false information and contravention of the bye-laws of the Wheat Commission. All are serious offences, for, as counsel for the prosecution pointed out, they involved robbery of brother farmers as well as crimes against the State. All the certificates examined by the Commission cannot be checked and people's honesty must be relied on, but the fact that there is a check such as disclosed the offences in *Rex* v. *Everall* cannot fail to have a salutary deterrent effect.

Public Recreation Grounds.

THE LIABILITY OF THE PUBLIC AUTHORITY.

THE position of a public authority which opens for the use of the public parks and recreation grounds was the subject of lengthy discussion in the Court of Appeal in the case of *Purkis* v. *Walthamstow Borough Council* (78 SOL. J. 207). The decision ultimately turned on the particular facts of the case, but useful observations were made as to the liability of public authorities which will serve as guidance to them, at any rate, for the time being.

The power to open recreation grounds is contained in the Public Health Act, 1875, s. 164, and the Public Health Act, 1907, s. 76. It is to be observed that there is merely a power given to the authority to spend money on the opening and upkeep of such grounds, which would, of course, otherwise be *ultra vires*. There is no express duty laid on the authority by the Statutes so as to give rise to an action for breach of statutory duty, or statutory negligence, as it has been recently termed. Nor can there be any question of negligence in the performance of statutory powers in the strict sense of the phrase, because that only arises where an authority is authorised by Statute to do something which would otherwise be an actionable wrong, usually a nuisance. In such cases the statutory authority is *prima facie* a defence to an action, but that defence is of no avail if the public authority are guilty of negligence. For that proposition reference need only be made to the well-known passage in the judgment of Lord Blackburn in *Geddis* v. *Bann Reservoir* [1878] 3 A.C. 430, at p. 455.

The question which was chiefly argued in *Purkis' Case*, at any rate for the appellants, was the category into which persons fall when they enter a recreation ground opened by a public authority under their statutory powers. Are they invitees ? Or are they licensees ? Or do they come within some altogether different category ? The well-known passage in Lord Hailsham's judgment in *Addie* v. *Dumbreck* [1929] A.C. 358, at p. 364, was relied on as showing that " there are three categories in which persons visiting premises belonging to another person may fall : they may go (1) by the invitation, express or implied, of the occupier ; (2) with the leave and licence of the occupier ; and (3) as trespassers." It was accordingly contended that as the business interest necessary to make a person an invitee was lacking, a person entering a recreation ground could only be a licensee, even if the licence was irrevocable and could not be withheld from anyone. On the other hand, there are statements in the cases which seem to indicate that such a person enters as of right, and that the cases about invitees and licensees have no relevance because it is not a case of visiting premises " belonging to another." See, for example, Lord Sumner in *Taylor* v. *Glasgow Corporation* [1922] 1 A.C. 44, at pp. 64–5.

It is curious that there seems to have been only one case in England that is relevant in any degree, namely, *Giles* v. *L.C.C.* (1903), 68 J.P. 10, where a person playing cricket lost an eye through running on to an iron indicator showing the number of the pitch. It was held by Kennedy, J., that the L.C.C. was not liable as the danger was open and obvious.

The most important cases, especially as regards children, are all Scotch cases. First came *Hastie* v. *The Magistrates of Edinburgh* [1907] S.C. 1102. In that case there was an artificial pond in a public park with sides sloping at an angle of fifty-five degrees and of a maximum depth of from two to three feet. A child aged four years four months slipped in and was drowned. The pursuer averred that death was due to the fault of the defenders in respect (1) that the pond was badly constructed and dangerous owing to its steep and smooth sides, its depth and the absence of fencing ; and (2) that the defenders did not provide an attendant to prevent children of tender years from coming to harm. The Lord Ordinary (Salvesen) held that the averments were irrelevant and assoilzied the defenders, and the pursuer reclaimed. The Lord President (Lord Dunedin), upholding the Lord Ordinary, held that there was no duty on the defenders to provide attendants. He said that the proximate cause of the accident was the fact that the child was unattended, and added : " I never heard that if a child who was left to run about unattended fell into the Serpentine the owners of Hyde Park would be liable."

The very next year came *Stevenson* v. *Glasgow Corporation* [1908] S.C. 1034. In that case a child was drowned in the River Kelvin while playing in the Botanic Gardens, Glasgow. The pursuer averred that the accident was due to the fault and negligence of the defenders in failing to have the bank fenced at the spot, where it was worn by the water. Lord M'Laren followed *Hastie's Case*, while Lord Kinnear explicitly decided that there was no duty to fence, and added : " It is impossible to lay upon the defenders a duty to protect children from risks which arise only from their own childishness and helplessness. That is the office of their parents and guardians." To the same effect Lord Mackenzie said : " If the child was so young as not to be able to take care of itself it should never have been allowed to go there unattended and the defenders cannot be made liable for an accident the proximate cause of which was the fact that the child went there without an attendant." The action was accordingly dismissed as irrelevant.

The well-known case which went to the House of Lords, *Taylor* v. *Glasgow Corporation* [1922] 1 A.C. 44, was very different. There the averment was that the child ate a poisonous berry, that the defenders knew that the berries were poisonous but took no precautions to warn children of that fact or to prevent them from picking them. That was clearly a case of the kind recognised by Lord Kinnear in *Stevenson's Case* of a concealed danger, and accordingly the House of Lords held that the action was relevant.

In the case of *Purkis* v. *Walthamstow Borough Council* (*supra*) the facts were, that a child aged twelve and a half, after having tea, followed by an hour in the swimming baths and then by various exertions on the other attractions in the park, shutes and roundabouts, went on the swing. His friend who had shared his exertions felt sick several times, and finally the plaintiff felt dizzy, sick and faint and all went dark in front of him, and he fell off, grabbed at something and found himself clinging to the back. He lost his grip on his feet touching the ground and was hit in the face by the returning swing. Attempts were made during the trial to allege that the swing was in some respects defective in design or construction, but the judge held that these were not open on the pleadings. The sole issue therefore (once an allegation that the swing was dangerous owing to its having a concrete base had been abandoned during the trial), was that there was not adequate supervision. The decision of the Court of Appeal in upsetting the verdict of the jury went mainly on the ground that there was no evidence to connect the accident with absence of supervision. As Lord Justice Scrutton remarked, no amount of supervision could prevent a child from being sick on a swing. But the court gave some expression to opinions on the general position of the authority. Lord Justice Scrutton said it was difficult to say whether the authority invited or licensed the children, but that they were liable if they provided traps ; where, however, the authority provided unobjectionable structures or implements for play, it was under no duty to supervise their employment, still less to ascertain that each child using them was physically fit to stand a swinging or revolving motion. Lord Justice Greer said it was not open to the plaintiff on the pleadings to allege that he was other than either an invitee or licensee, and on that basis held that he was a licensee, and that there was no evidence of a breach of the duty owed to a licensee. On the other hand, Lord Justice Maugham, without expressly deciding the point, said that it was his strong inclination to hold that the

case was one in a special category arising from the fact that the authority had special obligations to members of the public who entered such a place. As the public had a right to go there, the duty was something more than the cold neutrality of a landowner who allowed persons to visit his property. He declined, however, to define what that duty was, confining himself to saying that be it as small as the duty owed to a licensee or as great as the duty owed to an invitee or even greater, yet it could not be so high as that the accident could be said to have occurred through breach of it. Only an obligation to provide direct supervision for every appliance in the ground could have prevented the accident, but such an obligation he expressly repudiated.

A Commission *Rogatoire* to Turkey.

[CONTRIBUTED.]

EVIDENCE has recently been taken upon commission in Turkey under the Convention made between the British Government and the President of the Turkish Republic on 28th November, 1931, and ratified on 12th April, 1933. This was the first commission of its kind, and it will doubtless be interesting to practitioners to know the procedure adopted. The Convention provides for two alternative tribunals for the taking of evidence, one being the judicial authority of the country and the other being a diplomatic or consular officer of the country issuing the commission to whom the same is delegated by the judicial authority. The first named method was adopted in the case in question, as by the Convention a diplomatic or consular officer has no compulsory powers, and is not in a position to summon witnesses to attend before him. The letter of request was made in Form No. 37 CCC in Appendix K to the Rules of the Supreme Court, but asked that the evidence should be taken *viva voce* and not by means of interrogatories. It turned out, however, that the evidence was in effect taken upon interrogatories, and as it is understood that a precedent has been created for the execution of all future letters of request to Turkey when evidence is required to be taken before the court, the method adopted is of importance to those who have the conduct of a commission before the Turkish courts.

The letter of request was forwarded by the Foreign Office to the British Consul at Istanbul, who passed it over to the Governor of the Province, and through the Turkish Procurator-General it found its way to the President of the Courts. The Practice Note to Ord. 37, r. 6A, which also in part applies to r. 6B, requires that the names and addresses of the parties' agents should be endorsed upon the letter of request. Experience shows that, so far as Turkey is concerned, it is desirable that the agents should be Turkish lawyers. Like some other foreign tribunals, the Turkish courts require to be satisfied that lawyers appearing before them are duly authorised by the parties whom they represent. This is commonly done by the production of a power of attorney, but the Turkish courts accepted the endorsement of the Turkish lawyers' names upon the letter of request as sufficient authority. The significance of this will be appreciated in view of the fact that the Turkish courts refused audience to the English barristers or solicitors. This refusal was made notwithstanding that Art. 8 of the Convention provides that an application by the authority making the request that some special procedure may be followed, shall be acceded to, provided that such procedure is not incompatible with the law of the country where the request is to be executed. In the present case the letter of request specifically asked that English barristers should be allowed to appear before the court, and an application was made that English counsel should be allowed to conduct the proceedings. At first sight this decision would appear to be somewhat arbitrary, but it is to be borne in mind that proceedings in Chambers are not known to Turkish procedure. It is therefore not surprising that the Turkish courts refused what our courts would not grant under similar circumstances, that is to say, audience to foreign lawyers in open court.

As a preliminary to the fixing of a day for the taking of the evidence, the court required to be satisfied as to the character of the action, that is to say, whether it was a commercial case or otherwise, in order that the matter might be allotted to the appropriate court. The day having been fixed, the next step was peculiarly Turkish in its character. It seems that in all litigation before the courts of Turkey no witness can be called unless he has previously been summoned within a time which gives him twenty-four hours' clear notice and has been paid conduct money. This practice is carried to the extent of requiring that a witness who has been partially examined before an adjournment must be summoned to attend the adjourned hearing, even if it is only for the purpose of cross-examination, in which case the party desiring to cross-examine has to perform the obligation. A witness summons cannot provide for the production of documents, and it is therefore not possible to state what would happen if a party desiring to put in documents which are in the possession of a witness is unable to induce him to bring them voluntarily to the court. An application was made by one of the parties to the commission in question that the court should order that documents in the possession of a Government department should be brought into court, but was refused on the ground that the letter of request referred only to documents to be produced by the witnesses and that it did not require the court to call for the production of documents. This is a point that should be borne in mind by the framers of letters of request to Turkey in the future.

As has been above indicated, the examination took place in open court. The commission sat not only in Istanbul but at Angora. At the latter place three judges constituted the court, while in Istanbul only one judge presided. As a matter of interest it may be stated that in the former case one of the judges was a lady, while the judge at Istanbul was also a lady. Both courts adopted the Turkish practice, which does not permit of questions being put to witnesses except through the judge. The questions in chief were prepared in typewritten form upon stamped paper (for practically every document prepared in Turkey has to have a revenue stamp affixed to it) and handed to the court. A copy had been furnished to the lawyer of the other party. Questions for the cross-examination were prepared in the same way and furnished to the court and the lawyer of the other side. The re-examination of witnesses appears to be contrary to Turkish practice, but notwithstanding an objection the court put questions by way of re-examination on the ground that the letter of request so provided. There was a slight variation between the two courts which is of no practical importance. The Angora court, instead of having the questions taken down, attached the questions to the depositions, while the Istanbul court had both questions and answers taken down. The method of taking down was unusual to English ideas. In each case a lady typist sat below the Bench and the President of the court dictated to her what was to go down in the depositions. Shorthand writing is unknown in Turkey, but the method of taking down evidence and even of judgments there is not without merit. In the case of a commission at least, besides obviating laborious handwriting on the part of the judge, it makes for speed, not only in the actual recording of the evidence but in the subsequent dispatch of the depositions. From what has been stated it will be seen that the presence of lawyers would not have been essential if interrogatories had accompanied the letter of request, and no doubt a considerable saving of expense will be effected if that method is adopted.

The witnesses were sworn in accordance with the provisions of the Civil Procedure Code. The court warns the witness that he is required to speak the truth, and at the end of his evidence he affirms that he has spoken the truth and has omitted nothing that he ought to have stated.

Company Law and Practice.

Control of Directors by the Company: II.

LAST week I mentioned various cases bearing on the topic indicated by the title of this article, and at the close of the discussion I indicated that there was an observation by Lord Loreburn in *Salmon* v. *Quin & Axtens* [1909] A.C. 442, to which I wished to draw attention. For this purpose it is necessary again to make some reference to the articles which were in point in that case.

The first article was in the following terms: "The regulations contained in Table A of the First Schedule to the Companies Act, 1862, shall not apply to this company, but the following shall be the regulations of the company." Article 75 conferred upon the directors a general power to manage the business of the company "subject to such regulations (being not inconsistent with the provisions of the articles) as may be prescribed by the company in general meeting." A later article provided that resolutions of the board of certain kinds (including the kind in question here) should not be valid if S. dissented from them. S. did dissent, and the company in general meeting by ordinary resolution sought to impose its will on the board by passing a resolution similar to the invalid resolution of the board.

The Court of Appeal held that the general meeting could not overrule S.'s dissent, a decision which the House of Lords confirmed. This is what Lord Loreburn, L.C., says, at p. 444: "The only question of substance to my mind is the third contention of Mr. Upjohn, when he said that the word 'regulations' as employed in the 75th article includes at all events, if it is not equivalent to, directions whether general or particular, as to the transaction of the business of the company. Now it may be a question for argument, but for my own part I should require a great deal of argument to satisfy me that the word 'regulations' in this article does not mean the same thing as articles, having regard to the language of the first of these articles of association."

This observation, as reported, appears to be nonsense, and involves reading the qualifying part of Art. 75 as "subject to such articles (being not inconsistent with the provisions of the articles) as may be prescribed by the company in general meeting." It perhaps suffices to say that, if that reading were right, the article in question would represent an attempt to confer on the company in general meeting a power of adding to its articles of association, a power which, according to the appropriate statute, can only be done by special resolution.

It will be noticed that, so far as Table A is concerned, this extraordinary suggestion can have no application, because it is grounded on the statement in Art. 1 of the company's special articles, that the articles which follow should be the regulations of the company. It was sufficient for the decision in that case to say that the resolution passed by the company in general meeting was inconsistent with the provisions of the articles.

There is one other case which ought to be examined as having a bearing on this topic, namely, *Marshall's Valve Gear Co. Ltd.* v. *Manning Wardle & Co. Ltd.* [1909] 1 Ch. 267. The plaintiff company's articles incorporated Art. 55 of Table A of 1862, which is, or can be, treated for our present purpose as being identical with Cl. 67 of Table A of 1929. There were four directors of the plaintiff company, one of whom, M., was the original vendor of the patents vested in the plaintiff company; the other three directors had become interested in another patent which was vested in the defendant company. M. was advised that this latter patent was an infringement of one of the patents which he had sold to the plaintiff company, and it was, whether an infringement or not, admittedly a patent which competed with the plaintiff company's patent. M. had a majority of the voting power at general meetings of the plaintiff company, but not a sufficient majority to pass an extraordinary or special resolution.

M. wanted to commence proceedings against the defendant company in respect of the alleged infringement, but his three co-directors refused to sanction such proceedings. Thereupon M. commenced the proceedings in the name of the plaintiff company, and his three co-directors then held a board meeting (not attended by M.) at which they resolved that the company's solicitors be instructed to apply to the court that the name of the company as plaintiff be struck out. A motion was thereupon launched in the action in the name of the plaintiff company, asking that the name of the plaintiff company might be struck out as plaintiff in the action, on the ground that it had been inserted without the authority of the company, and also asking that the action might be dismissed with costs as between solicitor and client to be paid by M. and his solicitors. It is on this motion that the decision now under consideration arises.

On behalf of the applicants it was sought to rely on *Automatic Self-Cleansing Filter Syndicate Co. Limited* v. *Cuninghame* [1906] 2 Ch. 34, a decision to which I devoted a good deal of space in this column last week; but the respondents sought to distinguish it on the ground that an extraordinary resolution was required by the articles of that company to make regulations for the conduct of the company's business by the directors. In this case, argued the respondents, only an ordinary resolution was required, and though in fact the company in general meeting had not passed such a resolution, yet the person holding a majority of the votes had started the action and would exercise his vote at a general meeting in favour of its continuance.

Neville, J., relying on such cases as *Pender* v. *Lushington*, 6 Ch. D. 70, and *Duckett* v. *Gover*, 6 Ch. D. 82, accepted the respondents' argument and refused to strike out the name of the plaintiff company as the plaintiff in the action. The principle of these last-mentioned cases that, in the absence of any contract to the contrary, the majority have the ultimate control of the company's affairs, was applied by his lordship, and he distinguished *Automatic Self-Cleansing Filter Syndicate Co. Limited* v. *Cuninghame*, *supra*, on the ground that the *ratio decidendi* of that case was that the company sought to do by ordinary resolution that which, under the articles, it could only do by extraordinary resolution. This is what he says about articles of this nature, at p. 274: ". . . I think that under Art. 55 the majority of the shareholders in the company at a general meeting have a right to control the action of the directors, so long as they do not affect to control it in a direction contrary to any of the provisions of the articles which bind the company."

Having dealt with the cases which seem to deal with this question at some length, I should like to call my readers' attention to one or two passages found in the text books on this point, for it seems to me—though I naturally put forward such a suggestion with considerable diffidence—that they need careful consideration, and in at least one case, some revision.

First of all, as to "Buckley": the relevant passages will be found in the 11th ed., at p. 723. It is stated there in note (*r*), after a reference to the *Automatic Filter Case*, to *Gramophone Limited* v. *Stanley* and to *Salmon* v. *Quin & Axtens*, that *Marshall's Case* can *semble* only stand with these other cases, if at all, on the ground that it was a case of fraud. This seems to me to be wrong. Neville, J.'s ground for distinguishing the *Automatic Filter Case*, namely, that an extraordinary resolution was there required, is a perfectly

correct and sound one, while *Salmon* v. *Quin & Axtens* was decided on the ground that the resolution passed was inconsistent with the articles. This appears quite plainly from the judgment of Farwell, L.J., in the Court of Appeal, at pp. 318, 319, and also from the speech of Lord Loreburn in the House of Lords at p. 444.

It is true that Lord Loreburn, before stating that what was proposed was inconsistent with the articles, does make some observations as to what was the meaning of the word "regulations" in the article before him. Those observations are, as I have pointed out, practically unintelligible as reported, and in any case they refer to articles not in the Table A form. As to what Buckley, L.J., says in *Gramophone Co.* v. *Stanley*, it simply has nothing at all to do with the construction or effect of an article in the form of cl. 67 of Table A. *Marshall's Case* seems to me to be entirely consistent with the decisions in all the others, and perfectly capable of standing with them apart from any question of fraud. As to whether the passage in the text in "Buckley" to which (*r*) above referred to is a note can be said to represent quite fairly the result of the cases referred to in the note, I fear I have not the space to express an opinion, but I feel that some slight amplification might be considered.

"Palmer's Company Precedents," vol. I, 14th ed., p. 956, takes a different and, I venture to suggest, a safer line: "If the directors propose to enter into some contract, or do something of which the majority disapprove, it may sometimes be practicable to make a regulation under the above clause." But the learned editors may perhaps have felt some doubt about *Marshall's Case*, for, after quoting some of the cases I have referred to (and one other) as authority for the proposition that, under an article of the kind I have been discussing, the company in general meeting cannot override the directors' powers by prescribing a regulation or passing a resolution inconsistent with the articles, they say, 'See, however, *Marshall's Case*.'"

"Gore Browne," 38th ed., says at p. 363 that "Clause 67 of Table A requires a special resolution for 'regulations' to control the directors." For this proposition he gives the *Automatic Filter* and *Salmon* v. *Quin & Axtens* as authorities, and also Buckley, L.J.'s judgment in the *Gramophone Case*. For reasons which I hope appear sufficiently plain I dissent from this bald statement; it may well be that questions of some difficulty arise when you come to consider to what extent the regulations can control the directors, but to put the proposition in the way in which it is put seems to suggest that cl. 67 of Table A, as it stands, is, in one respect at any rate, meaningless.

It is curious that this article, and these cases, should have given rise to the varying comments to which I have made brief references above, without, I hope, garbling or misrepresenting such comments by reproducing them in inevitably distinctly compressed form. Perhaps some day a further decision of the courts will help us out.

A Conveyancer's Diary.

The Statutory Power of Advancement.

It is always interesting and generally instructive to note any novel points which are raised in the courts, and certainly one recent case supplies us with one, if not two, which may be regarded as entirely new. One of them, indeed, had it met with favour, would have affected innumerable settlements and rendered liable for breach of trust countless numbers of trustees.

In *Re Garrett: Croft* v. *Ruck* [1934] W.N. 60, the facts were as follows:—

A testator died in January, 1930, having by his will dated in 1929 bequeathed his residuary estate upon trust out of the income thereof to pay certain annuities to his wife, his daughter and his son, and subject thereto to divide the balance of the income between his daughter and his son, and after the death of his wife to pay the income in equal shares to his daughter and son for their respective lives without power of anticipation, and after the death of his daughter upon trust as to a certain share in the capital of his residuary estate for all and every her child or children living at her death who being sons or a son had attained or should attain the age of twenty-one years or being daughters or a daughter had attained or should attain that age or previously marry, and if more than one in equal shares. And after the death of the son as to another share in the capital of the residuary estate upon trusts in favour of his child or children similar to those declared concerning the share of the daughter after her death.

The daughter married and had a child and issued a summons asking that the trustees might be authorised under s. 32 of the T.A., 1925, with the consent of the testator's widow and his daughter to raise and pay out of the capital of the contingent share of the infant child of the testator's daughter certain sums for her school fees and other expenses for her benefit.

In opposing the application two points were taken, both of which are of interest.

To understand these points we must consider the precise wording of the material parts of s. 32, which reads:—

> "(1) Trustees may at any time or times pay or apply any capital money subject to a trust, for the advancement or benefit, in such manner as they may, in their absolute discretion, think fit, of any person entitled to the capital of the trust property or of any share thereof, whether absolutely or contingently on his attaining any specified age or on the occurrence of any other event, or subject to a gift over on his death under any specified age or on the occurrence of any other event, and whether in possession or in remainder or reversion, and such payment or application may be made notwithstanding that the interest of such person is liable to be defeated by the exercise of a power of appointment or revocation, or to be diminished by the increase of the class to which he belongs."

Then follows provisoes to the effect (*a*) that the advancement shall not exceed one-half of the expectant share of the person advanced; (*b*) that money advanced shall be brought into hotchpot and—

> (*c*) No such payment or application shall be made so as to prejudice any person entitled to any prior life or other interest, whether vested or contingent, in the money paid or applied unless such person is in existence and of full age and consents in writing to such payment or application.

There were two ingenious points raised in *Re Garrett*.

The first point was that the expression "on his attaining any specified age or on the occurrence of any other event" must be read as meaning one or other but not both of those alternatives. That is, either on attaining a specified age or on the happening of some other event, but not as applying where there was a double contingency as upon attaining a specified age and also upon surviving the death of another person.

It must be conceded that there was something to be said for that, but had the learned judge so held, innumerable advancements which have been made in the past relying upon express powers conferred in the very language used in the section would have been breaches of trust. Fortunately, Clauson, J., decided that such a construction could not be adopted. His lordship is reported to have said: "The Legislature intended to enlarge the powers of trustees, and the more natural meaning of the expression was an event 'other than the mere attainment of a specified age,' so that the expression included the attainment of a specified age coupled with survivorship."

That is, of course, the construction which we have always thought was to be put upon express powers of advancement couched in the same terms as those used in the Act, but it

came to me somewhat as a shock to see that it might quite possibly have been held otherwise. I confess that I never thought of it, but the point was well taken. In fact, had I not been prejudiced by past practice, I think that I might have said with some confidence that the expression "on his death under a specified age or on the occurrence of any other event" offered alternatives which were not cumulative. However, so far so good.

Then another point was taken which, if it had been successful would have been still more serious in its consequences, although in the light of a recent decision to which I will refer (not apparently mentioned to the learned judge in this case) there was something to be said for it.

It was contended that as the life tenant was restrained from anticipation, it was not competent for her to consent to an advancement.

Now, I suppose for a century or more marriage settlements have been made in which the wife has been restrained from anticipation of her life interest, but powers of advancement have been given to the trustees with her consent. I have searched through all the best known precedent books and find that to be the almost invariable practice, and nowhere can I find any suggestion that a person having a life interest, subject to restraint, cannot give such a consent. If it were not so, I do not know how many times trustees have been guilty of a breach of trust. Thousands, I should think!

Yet, by analogy with the decision in *Re Stimpson* [1931] 2 Ch. 77, that in *Re Garrett* would seem to be wrong.

Of course, I think that *Re Stimpson* was quite wrongly decided. In that case there was a life tenant for a protected life interest in the usual form, and it was held that by consenting to an advancement under the statutory power he forfeited his life interest. That decision was in direct conflict with that in *Re Hodgson* [1913] 1 Ch. 34, where Neville, J., said: "To suppose that by giving effect to the power of advancement the husband committed a forfeiture under the previous forfeiture clause would, to my mind, be perfectly absurd and would be failing to give an intelligent construction to the whole settlement." It does not appear from the report of *Re Stimpson* that it was thought worth while to draw the attention of the court to *Re Hodgson*.

Yet, it seems to me that, if *Re Stimpson* was rightly decided, the decision in *Re Garrett* must be wrong. There is, so far as I can see, no difference in principle between those cases. It is true that in the instant case the result would be that no advancement could ever be made during the life of a life tenant who was restrained from anticipation, whilst in such a case as *Re Stimpson* the advancement might be made, but only at the expense of a forfeiture of the life interest of the consenting life tenant. Conceding that, there is no real distinction in principle between those cases. In the one no advancement could be made at all during the coverture of the life tenant; in the other none could be made without bringing about a forfeiture of the interest of the life tenant. It is much the same thing. But, of course, the decision in *Re Stimpson* (on this point) was, if I may respectfully say so, in the words of Neville, J., "perfectly absurd."

My final comment is that it is strange that *Re Hodgson* was not referred to in *Re Stimpson*, and that (so far as appears from the W.N. report) *Re Stimpson* was not mentioned in *Re Garrett*. I leave it at that.

TEMPERANCE PERMANENT BUILDING SOCIETY.

Mr. William Bingham, J.P., Chairman of the Temperance Permanent Building Society, speaking at the Annual Meeting recently, said that £873,246 was advanced on 1,698 properties last year, being an average of just over £514 for each advance. The mortgage asset at the close of the year was £4,382,155: the number of borrowers being 9,830.

The total assets of the Society amounted to £4,911,307, and included Stock Exchange securities of £432,911, the market value of which was £66,976 above that figure at the end of the year.

Landlord and Tenant Notebook.

Excepted Timber.

It is a long time since a case of any importance on the question of rights in respect of trees on demised land has appeared in the reports. The principles have been well settled in the course of centuries, and the little dispute reported in the "County Court Letter" at 78 Sol. J. 148 turned mainly on questions of fact. It serves to remind us, however, that the practice of "reserving" timber is not a thing of the past, and I propose to discuss in this article a few of the legal consequences of such an arrangement.

I put the word "reserving" in quotation marks, and used the neutral word "arrangement," because, properly speaking, timber is not a subject-matter of a reservation, but of an exception. This is an important consideration when it comes to remedies. The landlord in *Goodright d. Peters* v. *Vivian* (1807), 8 Ea. 190, sought to forfeit the lease by reason of waste, which entitled him to re-enter; the waste he complained of was the cutting down of timber trees. Timber was excepted in the lease; consequently, the trees were not part of the parcels, and the action failed. Possibly, under present procedure, the error would not be fatal in the sense that the plaintiff would leave the court without any judgment in his favour at all; he might be allowed to amend a claim for possession and damages for waste into a claim for damages for trespass; but he would be severely penalised in the matter of costs.

The above decision defines the position very clearly. There is a vast amount of authority as to the meaning of particular expressions, such as "timber"; but most of these turn on local usage and are of little assistance in solving problems which arise in different localities. But on the question of implied rights, one or two cases of considerable antiquity, which have stood the test of time, are of general interest. In *Clithero* (*Mayor of London*) v. *Higgs* (1637), Sir W. Jones 388, it appeared that a manor had been leased by Queen Elizabeth to the plaintiff's predecessor in title, "except tout arbors et tymber"; that King James had subsequently sold the timber; that the tenant depastured his beasts on the land let to him, and that they had taken to eating young shoots and trees as they appeared in the meadow land: and it was held that "herbage et feeding" belonged to the tenant, and he was not liable if he could not prevent the consumption of "germins" among the pasture. This having been established, a question arose in the next century, in *Glenham* v. *Hanby* (1701), 1 Ld. Raym. 739, as to whether a tenant was liable in trespass if his cattle, grazing in a field which contained some of the excepted timber, "barked" the trees; it was held that he was not, and this rule constitutes an exception to the general principle that the owner of stock is bound to fence them.

Indeed, a great deal is left to implication in leases in which timber is excepted, and the question of access to the excepted trees is another with which some of our oldest reports will be found to concern themselves. It was decided in *Liford's Case* (1614), 11 Co. 51*b*, that a landlord who had granted a lease excepting timber trees not being dotards had a right not only to sell but also to show them to prospective purchasers; for "without sight none would buy." One might say there was a very limited right of way created by implication in favour of holders of what estate agents call orders to view. The position can be compared with that of a landlord who has covenanted to repair, who has been held to have an implied licence to enter for the purpose of fulfilling his obligations (*Saner* v. *Bilton* (1878), 7 Ch. D. 815).

The implied right springs, of course, from the nature and object of what has been agreed, but it is possible to extend it by reference to particular circumstances, such as conduct, and this, I think, accounts for the otherwise very liberal construction given in *Hewitt* v. *Isham* (1851), 7 Ex. 77. That was an

action for trespass brought by the tenant against the landlord; there was a parol demise, one clause of which provided: "All the hedges trees thorn bushes fences with the lop and top are reserved to the landlord." The defendant proceeded not only to cut down his trees, but also to dig sawpits and saw them up in order to facilitate removal; and from the report of the allegations and arguments rather than from that of the judgments, it looks as if he owed his victory to evidence of previous acquiescence by the plaintiff, from which a licence was inferred.

Conduct may, of course, equally avail a tenant; in *Jackson* v. *Cator* (1800), 5 Ves. 688, the plaintiff, assignee of a lease which had some twenty-four years to run, obtained an injunction against his landlord, restraining him from cutting down trees. The lease reserved timber; but the plaintiff had spent much money in laying out grounds, the beauty of which would be destroyed by the removal of the trees. The defendant had not only knowingly stood by, but had co-operated by sending his surveyor to discuss plans; and on this ground the injunction was granted.

Our County Court Letter.

THE CONTRACTUAL POWERS OF SHOP MANAGERS.

In *Carlyle Publishing Co. Ltd.* v. *Madame Anna*, recently heard at Lincoln County Court, the claim was for £17 10s. for goods sold in pursuance of an order form—rubber-stamped with the name of the defendant firm, and countersigned "B. Walker." The case for the plaintiffs was that (1) they published the *Town & Country News*, in which articles (by way of advertisement) were inserted free, but a charge was made for printing the blocks for photographic illustrations; (2) four photographs (6 inches by 4½ inches) were published, which were to become the property of the defendant firm at the price of 3s. per inch. The proprietor of the defendant firm stated that his manageress had no authority to sign such a contract, and, moreover, she had since left without having disclosed its existence to him. His Honour Judge Langman observed that (1) if an agent was allowed any authority, no restriction thereof could be assumed; (2) as the manageress was allowed to open and answer correspondence, she had implied authority to enter into contracts; (3) even if there was a secret restriction, the manageress was the authorised agent of the defendant to anyone unaware of the limitation. Judgment was therefore given for the plaintiffs, with costs. Compare "The Personal Liability of Shop Managers" in the "County Court Letter" in our issue of the 3rd February, 1934 (78 Sol. J. 76).

THE CONTRACTS OF COMMERCIAL TRAVELLERS.

In the recent case of *Kirkham* v. *Gilder and Monnick* at Nottingham County Court, the claim was for £100 as damages for wrongful dismissal. The plaintiff's case was that (1) he entered the defendants' employ in 1932, when it was agreed that he should be paid £2 a month expenses and £3 a week on account of commission; (2) his area was the North Midlands and South Lancashire, in which there were originally only three customers, but—in spite of increased sales—the defendants were dissatisfied; (3) the plaintiff nevertheless declined to resign (during the term of his agreement) and—at the rate of progress in May, 1933—he would have earned £100 as commission, in the seven months unexpired of the period for which he was engaged. The defendants' case was that (*a*) a condition of the agreement was that the plaintiff should have adequate means to cover the territory; (*b*) his financial position prevented him from representing the firm properly and—by reason of this breach of agreement—they were entitled to dismiss him. His Honour Judge Hildyard, K.C., observed that it was not alleged that the plaintiff had not diligently sought orders, and his dismissal was unjustified. Judgment was therefore given for the plaintiff for £60 and costs.

LIABILITY TO PROSPECTIVE TENANTS OR PURCHASERS.

The position as between the house owner and estate agent (in the event of an accident during a house inspection) was recently considered at Sheffield County Court in *Bywater* v. *Bennett and Pye*. The plaintiff's claim was for £100, on the following grounds: (1) she was being shown over the first defendant's house by the second defendant, who, on his own initiative, undid the fastener to the door of a cistern cupboard; (2) the door fell off, and hit the head of the plaintiff, who was sitting on the edge of the bath, and was not warned of any possible mishap; (3) she was away from work for eleven weeks and had lost £77 in wages and medical expenses. The first defendant's case was that there was no concealed trap, for which she could be held liable. The second defendant's case was that (*a*) the plaintiff drew his attention to the cupboard, and he undid the two screws holding the door; (*b*) there was no apparent reason why the latter should have fallen, and he did his best to protect the plaintiff. His honour Judge Frankland held that (1) there was no negligence by the second defendant, who was therefore entitled to judgment, with costs; (2) as the door was not properly made, the first defendant was liable to the plaintiff. Judgment was therefore given in the latter's favour for £60 and costs.

LIABILITY FOR DEFECTIVE KETTLE.

The position as between the manufacturer and retailer of a defective article was considered in the recent case of *Proctor and Wife* v. *Pauldens Limited and W. T. French & Son*, at Manchester County Court. The plaintiffs' case was that (1) having bought an aluminium kettle from the shop of the first defendants, the second plaintiff was using it, when it broke away from the handle; (2) she and her infant son were badly scalded, and underwent treatment at Altrincham Hospital; (3) the accident was due to the handle not being properly fastened to the body of the kettle. The latter allegation was denied by the second defendants, who contended that the type of handle was perfectly safe, as such an accident had never occurred before. His honour Judge Leigh held that there had been a defect, as alleged, for which the first plaintiff was entitled to recover £30 1s. 11d. special damage, and the second plaintiff (and her son) were entitled to £25 jointly as general damages for pain and suffering. The first defendants were entitled to recover £55 1s. 11d. as damages for negligence, from the makers (the second defendants) who were also liable for all the costs. A stay of execution was granted for twenty-one days. See *M'Alister* (or *Donoghue*) v. *Stevenson* [1932] A.C. 562.

Obituary.

Mr. H. C. B. SMITH.

Mr. Henry Curwen Biscoe Smith, solicitor, partner in the firm of Messrs. Biscoe-Smith & Blagg, of Portsmouth and Emsworth, died at his home at Emsworth on Monday, 12th March, at the age of sixty-seven. Mr. Biscoe Smith served his articles in London and was admitted a solicitor in 1888. In 1891 he entered into partnership with Mr. Francis Edward Blagg, at Portsmouth, where the practice had been carried on ever since. He was a director of the Portsmouth Theatres, Ltd., and a member of the Royal Albert Yacht Club.

Mr. B. SHAKESPEARE.

Mr. Benjamin Shakespeare, solicitor, partner in the firm of Messrs. Shakespeare & Vernon, of Birmingham, died at Edgbaston, Birmingham, on Monday, 19th March, at the age of seventy. Mr. Shakespeare was admitted a solicitor in 1888.

To-day and Yesterday.

Legal Calendar.

19 March.—Lord Alvanley, Master of the Rolls, was suddenly taken ill while presiding in the House of Lords in place of Lord Eldon on the 16th March, 1804. After lingering for three days, he died at his house in Great George Street, Westminster, on the 19th March. He was buried in the Rolls Chapel in Chancery Lane. As an equity judge, "little Peppy" (he was Sir Richard Pepper Arden before getting his peerage) showed himself sound and learned and possessed of intelligence, readiness and wit. The legal profession which had scoffed at his appointment was forced to acknowledge his excellence.

20 March.—The great Lord Mansfield died in his eighty-ninth year on the 20th March, 1793, five years after he had ceased to be Chief Justice of the King's Bench.

21 March.—On the 21st March, 1816, Thomas and John Fenton were tried at Sligo for the murder of Major Hillas. The quarrel arose from a shipwreck on the coast. Hillas, who was first on the scene, worked hard to rescue the crew, but, after he had borne the brunt, the Fentons arrived and robbed him of the fruits of his labour by getting the mate to hand the wreck over to them. High words passed between the rival Samaritans, and the sequel was a duel with pistols, in which Hillas was killed. The jury brought in a verdict of "Not Guilty," but Judge Fletcher "addressed the young gentlemen in a very impressive admonitory address" before ordering their discharge.

22 March.—On the 22nd March, 1643, the trial of the Earl of Strafford opened in Westminster Hall. "Six barges wherein were a hundred soldiers of the Tower all with partizans for his guard and fifty pair of oars" brought the great minister from prison to court. The Earl of Arundel, as Lord High Steward, presided over the Lords who sat in their robes in the middle of the hall. The King and Queen themselves were present, "out of kindness and curiosity," in a closed box. So opened the tragedy which was to end with Strafford's bitter exclamation "Put not your trust in princes."

23 March.—When Mr. Justice Abney perished of gaol fever contracted at the Old Bailey, Sir Nathaniel Gundry was appointed to succeed him. By a curious coincidence, he, too, was carried off in the same way four years later when he caught gaol fever while on circuit at Launceston, and died on the 23rd March, 1754, at the age of fifty-three. He was buried at Musbury, near Axminster. His promotion had, perhaps, been somewhat delayed by a stiff and pretentious manner. Contemporary satirists had said of him that: "A man who is stiff like an oak seldom rises."

24 March.—Early in the morning of the 24th March, 1784, thieves broke into Lord Thurlow's house in Great Ormond-street, by forcing two bars from the kitchen window. Going upstairs, they fell upon the Great Seal, which they carried off along with two silver-hilted swords belonging to the Chancellor's officers, and a small sum of money. None of the household awoke, and the burglars made good their escape. Although a reward was offered for their discovery, they were never traced.

25 March.—Sir James Burrough died on the 25th March, 1839, ten years after his infirmities had obliged him to retire from the Bench of the Common Pleas. He was buried in the Temple Church. His judicial appointment came to him comparatively late in life when he was sixty-six years old, and he held his office till he was seventy-nine. As a lawyer, he filled a distinguished place among his contemporaries and, as a judge, he showed unusual kindness, patience, simplicity and impartiality.

The Week's Personality.

"Let me sleep—let me sleep," were the last words of Lord Mansfield when he was laid on his death-bed on the 11th March, 1793. He never spoke again. "He seemed perfectly easy, breathed freely and uninterruptedly like a child, with a calm and serene countenance as in his best health, and had a good pulse, but was clearly void both of sense and sensibility. . . . In this state, his Lordship continued without any apparent alteration, some symptoms of the vital spark remaining, yet glimmering faintly, till the morning of Monday, the 18th. . . . Fears were now entertained that he should awake to misery which he fortunately did not, but continued to sleep quietly till the night of Wednesday, the 20th, when the lingering dying taper was quite extinguished. He expired without a groan in the eighty-ninth year of his age; closing a long life of honour to himself and great use to society in a way the most to be desired, and it may be said of his Lordship, as it was of King David, that he died in a good old age, full of days, riches and honour." Such was the end of the man whom his contemporaries judged to have united the wisdom of Socrates, the eloquence of Cicero, the harmony of Virgil and the wit of Horace and whom posterity acknowledges as one of the greatest of the Chief Justices of England.

Blind Justice.

A blind solicitor recently made his first appearance in court at Sunderland and won his case. But Mr. Matthew Bates—that is his name—is not the only sightless member of his profession. Captain Angus Buchanan, V.C., M.C., M.A., the only V.C. blinded in the late war, has been practising for some years at Coleford. Even at the Bar, eyesight is not essential, and a few of the older generation may remember a barrister named Griffiths who continued to practice after blindness overtook him. One of the rare mistakes he made was amusing enough. In an eloquent reply to an opponent's argument he said: "My learned friend won't alter the facts, if he talks till he's black in the face." As a matter of fact, his opponent was a coloured man. Among other active lawyers who have triumphed over sightlessness, Sir Henry Theobald, K.C., who performed the duties of a Master in Lunacy with extraordinary efficiency, should not be forgotten, while in the eighteenth century, Sir John Fielding, the magistrate, could recognise some thousands of old offenders by their voices alone.

An Artistic Ordeal.

From Germany comes news of a peculiar artistic law suit. A worker, who spent a period of unemployment painting landscapes, attracted such favourable attention that the Mecklenberg State Ministry promised him a scholarship. At this point, two other artists accused him of copying their work, and the controversy, as such quarrels will, finished up in the law courts. The judge, taking a practical view, told the slandered artist to paint the scene from the court window. This he proceeded to do with such satisfactory results that he won the case. This solution was precisely the one adopted by Mr. Baron Huddleston in the great case of *Belt* v. *Lawes*. The defendant had accused the plaintiff of passing off as his own sculptures actually executed by other people. On the fourth day of the trial the judge observed: "It is my intention to have a stage erected in court and to let Mr. Belt do some of his work while the trial is going on—I mean, execute some sort of bust of an independent individual." "I should like to do your lordship," said the plaintiff. In the end, however, he was put into an adjoining room to do a bust of a man named Pagliati. A policeman supervised, and the jurymen looked in during the luncheon adjournment. The resulting production went a long way to winning the plaintiff a verdict for £5,000.

Notes of Cases.

Judicial Committee of the Privy Council.

Trustees of Sir Currimbhoy Ebrahim Baronetcy Trust *v.* **Commissioner of Income Tax, Bombay Presidency.**

Lord Blanesburgh, Lord Merrivale and Sir Sidney Rowlatt.

26th February, 1934.

REVENUE—INCOME AND SUPER-TAX—INCOME OF TRUST FUND—TAXABLE IN HANDS OF TRUSTEES.

Appeal from the High Court, Bombay.

The appellants were a body of trustees incorporated under an Act for settling certain properties belonging to Sir Currimbhoy Ebrahim, Baronet, "so as to accompany and support the title and dignity of a Baronet and for other purposes connected therewith." The trustees, who were incorporated as trustees for executing the trusts, were first to pay out of the income from the properties all rates and taxes and sundry other outgoings; secondly, they were to form a sinking fund and a repair fund into which certain annual payments were to be made; and finally, they were to pay the residue of the income to the baronet for the time being for his own absolute use and benefit. The question was whether the trustees were liable to be assessed to income tax and super-tax in respect of the income of the trust, or whether as regarded the whole or any part of it they were not so liable on the ground that they were not beneficially interested. The High Court of Bombay answered that question in the affirmative, and the trustees now appealed.

Sir SIDNEY ROWLATT, J., in giving the judgment of the Board, said so far at least as concerned the money which the appellants employed in maintaining the sinking and repair funds and in defraying outgoings, no support was to be found in the opinions delivered in *Williams* v. *Singer*, L.R. 1921, 1 A.C. 41, for the contention that the appellants could not be assessed. Their effect was exactly the contrary. The question remained as to the balance of the trust income paid to the baronet. In their lordships' opinion the effect of the Act creating those trusts was not to give the baronet for the time being any right to any part of the interest or property specifically or any right which would make it true to say that any proportion of the interest was not "receivable" or any proportion of the property was not "owned" by the incorporated trustees within the meaning of the Indian Income Tax Act, 1922. The appeal would be dismissed. As regarded the suggestion that if the appellants were assessed it would result in double taxation because the baronet would also be liable to be assessed on what he received from the trust, their lordships said that the point did not call for any expression of opinion by them on the present occasion.

COUNSEL: *Wilfrid Greene*, K.C., *Sir T. J. Strangman*, and *S. P. Khambatta*, for the appellants; *A. M. Dunne*, K.C., and *R. P. Hills*, for the respondent.

SOLICITORS: *T. L. Wilson & Co.; Solicitor, India Office.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Appeal.

Elliott *v.* **Albert.**

Scrutton and Maugham, L.JJ. 27th February, 1934.

HUSBAND AND WIFE — ENTICEMENT — NOT BASED ON ADULTERY—PROCURING DESERTION—MEANS—GIFTS OF MONEY—INTERROGATORIES—ADMISSIBILITY.

Appeal from judge in chambers.

In an action for enticement, the plaintiff in her statement of claim alleged that the defendant enticed, persuaded and procured the plaintiff's husband to deprive the plaintiff of his consortium, that she persistently solicited his affections by (*inter alia*) providing him with large sums of money, and that, in consequence, the plaintiff's husband deserted her on the 10th January, 1928, "and from then until the present date the defendant has supported the plaintiff's husband and, during the greater part of this period, the defendant and the plaintiff's husband have lived together as man and wife." Subsequently, the plaintiff applied for leave to strike out the allegation of adultery. Liberty to administer interrogatories having been applied for, the Master and the judge in chambers refused to allow them. The interrogatories dealt with alleged gifts of money from the defendant to the plaintiff's husband, an allegation that they had lived at the same address, and an allegation that the defendant provided the plaintiff's husband with money to purchase a house.

SCRUTTON, L.J., allowing the appeal, said that the action was not based on adultery and the interrogatories were not addressed to the sole proof of adultery, but to showing the means by which the desertion was procured. *Redfern* v. *Redfern* [1891] P. 139, was held in *Spokes* v. *Grosvenor and West End Terminus Hotel Co.* [1897] 2 Q.B. 124, not to be of general authority. *Evans* v. *Evans and Blyth* [1904] P. 378, applied.

MAUGHAM, L.J., agreed.

COUNSEL: *Thorp*, K.C., and *Pensotti*; *Morle*.

SOLICITORS: *Close & Co.*; *Powell, Rogers & Merrick.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.

Queen Anne's Bounty *v.* **Thorne.**

Lord Hanworth, M.R., Slesser and Romer, L.JJ.

7th, 8th and 12th March, 1934.

TITHE RENT-CHARGE—DISTRESS—TEN DAYS' NOTICE—TITHE ACT, 1836 (6 & 7 WILL. 4, c. 71), s. 81—TITHE ACT, 1891 (54 & 55 VICT., c. 8).

Appeal from the King's Bench Division (77 SOL. J. 764).

The household furniture of the respondent was seized for tithe rent-charge without ten days' notice being given. The Divisional Court held that the seizure was unlawful.

Lord HANWORTH, M.R., allowing the appeal, said that the Tithe Act, 1836, commuted the old tithes and a tithe rent-charge became payable by the occupier of the land (s. 67). S. 81 gave a power of distress. When these sections were read together, it appeared that the provision for ten days' notice of distress was no more than a condition precedent ancillary to the power. By the Tithe Act, 1891, s. 1, the primary liability for tithe rent-charge was placed on the owner, as distinguished from the occupier. Sub-section (2) provided that even under a covenant made before the Act, the occupier of the land was not to be liable, but in such a case, the owner of the land had a right of reimbursement by the occupier, and under sub-s. (3) the sum payable in recoupment was recoverable by distress "in the like manner" as under ss. 81 and 85 of the earlier Act. As to the power of distress of the owner of the tithe rent-charge under s. 81 of the Act of 1836, it arose when payment was twenty-one days' in arrears, but under s. 2 of the Act of 1891, it arose when the rent-charge was three months in arrears and must be enforced through the county court which was to give the owner of the land notice of the application. The sum which the court, after hearing, ordered to be paid was recoverable by the officer appointed by the court, who under s. 2 (2) had "the like powers of distraint . . . as are conferred by the Tithe Acts on the owner of the tithe rent-charge for the recovery of arrears of tithe rent-charge, and no greater or other powers." Could distress only be levied after notice had been given as provided in s. 81 of the Act of 1836? The reasoning in *Warden and Scholars of New College, Oxford* v. *Davison*, 77 SOL. J. 589, was not conclusive. S. 2 of the Act of 1891 had adopted a new procedure which did not carry forward the obligation to serve this notice.

SLESSER and ROMER, L.JJ., agreed.

COUNSEL: *Greene*, K.C., *W. H. Duckworth* and *A. H. Armstrong*; *Wallington*, K.C., *A. W. Roskill* and *Miss H. M. Cross*.

SOLICITORS: *Solicitor to Queen Anne's Bounty*; *Edward F. Iwi*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Purkis *v.* Walthamstow Borough Council.

Scrutton, Greer and Maugham, L.JJ. 8th, 9th, 12th, 13th and 14th March, 1934.

LOCAL GOVERNMENT—RECREATION GROUND—CHILDREN—DUTY OF SUPERVISION—LOCAL AUTHORITY.

Appeal from a decision of Macnaghten, J.

While using a swing in a recreation ground, owned by the appellants, the respondent, a boy of twelve, got sick and faint and fell on to the concrete floor, sustaining injuries. The appellants employed one man to supervise that section of the recreation ground, and the jury found that the accident was caused by lack of adequate supervision. Judgment was entered for the respondent.

SCRUTTON, L.J., allowing the appeal, said that a dozen attendants could not prevent a child from fainting on a swing and there was no evidence that the absence of adequate supervision caused the accident. It was not easy to decide whether a local authority providing a recreation ground licensed or invited. It had a power, but no duty to provide, and it might regulate by attendants and bye-laws. It was not liable for the consequences of dangers obvious to children, but only of "traps" provided by them and accessible to children. If an authority provided unobjectionable implements for play, there was no duty to supervise them or to ascertain the physical fitness of each child using them. It was argued that authorities providing recreation grounds were bound to use some care, the extent of which was a matter of fact for the jury. This would transfer the decision of legal liability to the jury and could not be accepted.

GREER and MAUGHAM, L.JJ., agreed.

COUNSEL: *Macaskie*, K.C.; *Fox-Andrews*, and *Stephen Chapman*; *Beyfus*, K.C., and *R. Buller*.

SOLICITORS: *Joynson-Hicks & Co.*; *Wynne, Davies & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Attorney-General *v.* Racecourse Betting Control Board.

Eve, J. 14th March, 1934.

BETTING—TOTALISATOR—BETS OFF RACECOURSE—PLACING BETS—COMMISSION.

This was an action brought by the Attorney-General at the relation of Mr. Joseph Marshall, secretary of the National Sporting League, against the Racecourse Betting Control Board, the Tote Investors, Ltd., and the London and Provincial Sporting News Agency (1929), Ltd., in which the plaintiff sought a declaration that the Racecourse Betting Control Board were acting *ultra vires* in paying or agreeing to pay Tote Investors, Ltd., and the London and Provincial Sporting News Agency (1929), Ltd. (which agency ran a "blower service"), out of the fund created by the Racecourse Betting Act, 1928, or any other moneys under their control, any commission, remuneration or other sums of money, in consideration of such defendants or either of them placing bets, whether on their own or any other person's behalf, on totalisators kept and operated by the Racecourse Betting Control Board, and an injunction to restrain any payments being made contrary to the terms of the declaration asked for. The defendants proposed to justify the agreements which they had entered into between themselves by saying that they could not operate the totalisator on the course without providing for the bets of persons not present on the course, and that it was not practicable so to do except by such agreements for commission as were contained in the agreements made with the second and third defendants. The principal complaint was that the Board had extended their functions so as to give persons all over England and Scotland facilities for betting with a totalisator, although not within 500 miles of a racecourse. What the plaintiff contended was that the true function of the board was to operate totalisators *on* racecourses not for persons *off* courses. The cost of setting up totalisators was very considerable, and it would be impossible to carry out the objects of the Act if the board were confined to backers on the racecourses and could not go farther afield.

EVE, J., in giving judgment, said it was argued that the Act of 1928 was concerned with the racecourse and with that alone, and there was nothing in the Act contemplating a gathering together of bets from all over the kingdom. That there was much to be said in support of that argument could not be doubted. But no attempt had been made to point out any provision in the Act which the board's procedure had disregarded. The arguments of the plaintiff tended to raise a suspicion that the plaintiff's objection was not altogether unconnected with the competition to which the board's activities had given rise. But whether that were so or not, the plaintiff had not discharged the onus of establishing that the acts complained of were outside the competency of the board, for, after all, the Act was an enabling one, by which it was intended to legalise a particular mode of betting. To the board had been entrusted the responsibility of deciding the means by which that object could be best obtained, and in his opinion the means hitherto adopted did not transgress the corporate powers of the Board. The action therefore failed and must be dismissed with costs.

COUNSEL: *Beyfus*, K.C., and *Cyril Radcliffe*; *Gavin Simonds*, K.C., and *Wilfrid Hunt*; *Evershed*, K.C., and *A. Andrewes-Uthwatt*; *Charles Russell* held a watching brief.

SOLICITORS: *Arthur Benjamin & Cohen*; *Simmons and Simmons*; *Charles Russell & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

Books Received.

Coal Mines Act, 1911: Regulations and Orders relating to Safety and Health. 1934. London: H.M. Stationery Office. 1s. 6d. net.

Notes on District Registry (High Court of Justice) Practice and Procedure, including Matrimonial Causes. By THOMAS S. HUMPHREYS, Clerk in Charge, Birmingham District Registry. Third Edition, 1934. Crown 8vo. pp. (with Index) 119. London and Liverpool: The Solicitors' Law Stationery Society, Ltd. 5s. net.

Principles of Mercantile Law. By J. CHARLESWORTH, LL.D. (Lond.), of Lincoln's Inn and the North Eastern Circuit, Barrister-at-Law. Third Edition, 1934. Demy 8vo. pp. xl and (with Index) 382. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. 8s. 6d. net.

Societies.

The United Law Clerks' Society.

102ND ANNIVERSARY FESTIVAL.

Sir REGINALD POOLE, President of The Law Society, took the chair at the Anniversary Dinner of this Society, held at the Connaught Rooms on the 19th March. After the gathering had honoured the loyal toasts he proposed the health of "The Society." The Society needed (he said) no testimonial from him. Those present appreciated its merits as well as anybody could. It was a benevolent society which had done a service to the legal profession and those who served it which no words of his could adequately express. There was nobody in his knowledge whose loyalty, whose devotion, whose efficiency could compare with those of the law clerk. He looked back to the time of the General Strike in 1926, when the clerks' loyalty had stood a conspicuous test: he defied anybody present to instance the case of a law clerk who, despite the trouble it caused him and the labour to which he was put, did not somehow or other manage to get to his office during that time of stress. Sometimes in *The Times* there were notices recording long service. Very often indeed these referred to law clerks. The clerks of barristers and solicitors were their friends; if they were not, the employers were of no use at all and might as well give up the job. They looked for assistance and they received it; they looked for loyalty and they received it; they looked for efficiency and they received it.

The Society was managed by the members themselves. Sir Reginald recorded his thanks to those who had given free and cheerful service to the objects of the Society and to himself. Had it not been for the help of the Committee and stewards, he could not have done what he had done. Invidious as it was to pick out examples, he must mention the Hon. Treasurer, Mr. H. E. Stapley, and the Secretary, Mr. M. W. Reed. Solicitors were thankful to say what they always could say about their clerks. In his forty-five years' recollection of the profession he could remember no case of disloyalty in a law clerk. He thanked also those who had given of their charity to this Society. Benevolence, he thought, would be a better word to use than charity, for it was no charity but a matter of common justice to give subscriptions or donations to the Society. He wondered if anybody present could look back to a time of sickness when he was not well off, and recalled a personal experience of his own when he was recently married and money had been a matter of grave necessity. The then head of his firm, the first Sir George Lewis, who had been a very good friend of the Society, had come to his wife and handed her a cheque for £100, saying that he knew she must be anxious and that money must be a consideration. What it must be to be able to look to a society of this kind in times of stress, trouble and real anxiety, and to know that the Society was a friend in need!

Mr. H. E. STAPLEY, Hon. Treasurer, in reply, said that it was most gratifying to find how consistently members of the legal profession came to the aid of the Society in its work for the benefit of law clerks. The Society was always willing to extend a hand of friendship to any law clerk—member or not—who might fall by the wayside, and it could offer a guaranteed insurance against sickness, old age and death. It was the oldest clerks' society in the country.

Dr. E. LESLIE BURGIN proposed the health of "The Legal Profession." He had just arrived from the House of Commons, and observed that Mr. Justice Bennett was not at the high table; had he been Dr. Burgin would, he thought, have been in serious danger of hearing his lordship say "I cannot see you, Dr. Burgin." He had found himself that evening with the doubtful advantage of being in possession of the House of Commons; many might consider this a *damnosa hereditas* which they would only accept with benefit of inventory. Certainly he could not distract his jury by sending them to see a film, nor had he had the advantage of a judge on circuit whose marshal could rightly keep a sense of proportion between the time at which the court should rise and the time at which the cricket match should start. He had been doing his best to sow the seeds of future litigation while working on his rather humdrum task of bringing new laws into being. It had occurred to him that the ablest cross-examiners—even his friend Pat—had never been able to get an adequate answer to certain questions, notably: "What did Mr. Gladstone say in 1882?" He had therefore set the librarian of the House of Commons to look up what in fact Mr. Gladstone had said in that year. The result was "No change, practical or speculative, social, political or economic, has any terrors for the profession of the law."

He had recently been in the country, where a village speaker at a small meeting had wanted to impress him with the importance of an industry carried on in that locality. "Sir," he had said, "it is like the rabbit in rabbit pie." For him that had been the quintessence of necessity. Now Dr. Burgin was asked in that distinguished company to propose the health of the legal profession, and he most certainly thought that law clerks were to the profession as the rabbit to rabbit pie. (There were law clerks who might properly be described as rabbits, but that was nothing to do with it.) He had recently been reliably told a story by the Governor of one of His Majesty's gaols. An entertainment had been got up for the benefit of the prisoners and a young lady had played the violin. On being given an encore she had asked if she might recite. The governor had shivered, knowing the type. She had begun with much effect: "Stone walls do not a prison make, nor iron bars a cage." An old lag with about twenty years' service and many convictions came up behind the governor and remarked: "No, they may not make a prison, but how they ruddy well help!"

Of the legal profession Dr. Burgin was tempted to say: "If you require a monument look around"; he was not sure whether he should say "*circumspice*" or "*circumspyce*"—or even "*kirkumspikke*," but he would reject the last. As it had been said that Wren's architecture might be studied in any City church, so he was most fitly asked to couple with this toast the name of one of His Majesty's Judges. In the Board of Trade, when they had to make speeches, it was their custom to try it on the dog: to call in the junior clerk and ask what he would do. Since the Board of Trade looked after the mercantile marine, the clerk in this case had first suggested that the legal profession might be compared with a ship; the young man entering into law had to have articles just as a ship had. Somebody, however, had hastily remarked that it would be unwise to carry the analogy further, as the ship was in the habit of coming into dock.

His earliest recollection of Lord Wright was of seeing him perform the difficult feat of explaining the exact meaning of a bill of lading with his nether limbs in juxtaposition with the mantelpiece in a small classroom at The Law Society's School of Law. Dr. Burgin concluded with a word to that magnificent exponent of jumping on horseback who shared Lord Wright's fame; to whatever heights the judge might rise, Lady Wright rose higher.

Lord WRIGHT, replying, said that Dr. Burgin was still regarded as a member of the legal profession, despite his present dizzy eminence. He was grateful to him for making that very graceful reference to the lady who shared his name and who always declared that when they were married the newspapers had dwelt not on the fact that the bridegroom was a judge, but on the fact that the bride was a well-known horsewoman. The gathering that night might be said to be members of a mutual admiration society, but the critical note introduced by Dr. Burgin was not without precedent. In 1720 a writer called Shadwell had referred to "a modest, learned lawyer of little practice for want of impudence," and one Wilson in 1553 had spoken of "shifting his side as a lawyer knows how," and observed that "the lawyer never dieth a beggar and can never want a living till the earth want men." Lord Wright believed that it was the ecclesiastics in the Middle Ages who had started these calumnies about a great profession, being annoyed that the lawyers had come in and taken some of the profits formerly accruing to them. However that might be, the tradition still remained. One criticism levelled at the profession was against its thousands of volumes of case-law. This country, however, was not so badly off as America. An eminent writer had calculated that in the year 1902 no less than 262,000 pages of reports had been published

there ; that a student working on them at a hundred pages a day would take eight years to read them ; and that by the time he had finished, further reports would have collected which would take him fifty years more. Another objection sometimes raised was against the statutes. They all knew the trouble statutes gave to anyone who had to do with them, but America produced statutes which could not be paralleled in this country. Over there railway lines sometimes crossed each other as cross-roads did here, and one State, dealing with the problem of two trains meeting at such a crossing, had passed an Act declaring that when this happened neither train should proceed until the other had passed. He commended that to the Board of Trade in its traffic problems.

Rome had given the world the idea of law ; this country was giving it and had given it the idea of the administration of law. It was unthinkable that judges should be bribed or counsel and solicitors betray the confidence of their clients for the sake of money. A golfing friend of his had expressed it —in an idiom which he was not able fully to follow—by saying that one might as well think of Colonel Bogey being bunkered and taking eight for the hole.

THE GUESTS AND THE CHAIRMAN.

Mr. C. E. MACKLIN (Chairman of the Stewards) proposed the toast : " Our Guests." He announced that the work of the Chairman had resulted in the addition of £1,250 to the funds. There were nearly a hundred representatives of the two great professions present.

Viscount FINLAY, in reply, said that he had the most extensive of all the toasts to handle ; it was impossible that he should reply adequately for so great a company. He recalled a wedding in the Temple Church not so long ago ; after it he had been sitting placidly by his fireside when his small daughter had burst in, exclaiming " Daddy ! It's all over the posters of the evening papers : Judge's secret romance." He recalled also a story told by Frank MacKinnon of a case in which he was appearing, during the War, for somebody who had been trying to import sausage skins into Germany. Wright, for the Crown, had been seeking to have them condemned on the ground that they were human food. MacKinnon had offered to abandon his case at once if Wright would eat one of the sausage skins, produced in court. With great felicity Wright had replied : " I am not a German soldier, nor am I particularly hungry just now." The sausage skins had been condemned.

He was sure that all the guests were delighted to be there, not only because they had spent a most pleasant evening, but also because they were assisting a Society which had a long and honourable history, a Society which showed that the legal profession was—as indeed it was—a generous profession, ready to help those who might by misfortune fall by the way, and not only that, but also a profession which was self-supporting and did not need to go for help to Governments or anybody else.

Mr. Justice HUMPHREYS proposed the Chairman's health, saying that Sir Reginald had indeed done wonders, having beaten records which had existed for 101 years—and that was arithmetic indeed. He anticipated that all the members of the Society would presently leave the hall singing that well-known National Anthem " Who's afraid of the big, bad wolf ? " The Society had certainly done something to enable those who had to make claims on it to keep that big, bad wolf from the door. In addition to the other entertainment, they had heard a judgment of the House of Lords without being required to pay the costs—a thing that had never happened to him when he was at the Bar—and they had had a speech from his brother Finlay, who was such an incurable optimist that he was popularly reported in the Temple to be the original of that Captain Brown who was celebrated for having played the ukelele when the ship went down. They had also heard from Dr. Burgin one of his wonderful, humorous and entertaining series of observations, more or less relevant. It now only remained to do honour to the Chairman, who, in his person and in his position, embodied in himself the stewards, the organising secretary, the treasurer and everybody else. Mr. Justice Humphreys had known him for years, and, like everybody else, honoured him, and felt it an honour to be his friend. He had done wonderful work in many directions. He was popularly supposed to have a comparatively good business as a solicitor, and in his off-times he doubtless gave some attention to that. This year he had been working like a Trojan as President of The Law Society, and the fact that he had been able to put in the time necessary to produce this wonderful result for the United Law Clerks showed that he was quite a young man, as indeed he was.

The CHAIRMAN, in reply, admitted to some feelings of emotion, and said that he had already made one speech this evening ; he had made a long one and this time he would make a short one : " Thank you."

Among those present were : Rt. Hon. Lord Wright, Rt. Hon. Viscount Finlay, Hon. Mr. Justice Atkinson, Hon. Mr. Justice Humphreys, Viscount Erleigh, K.C., Sir Claud Schuster, G.C.B., K.C., Sir George Lewis, Bart., Sir Denham Warmington, Bart., Sir Alfred Baker, Sir Harry G. Pritchard, Sir Ronald Wilberforce-Allen, Mr. Harold Christie, K.C., Mr. W. G. Earengey, LL.D., K.C., Mr. Noel Goldie, K.C., M.P., Mr. Malcolm Hilbury, K.C., Mr. J. H. Morgan, K.C., Mr. Fergus D. Morton, K.C., Mr. Raymond Needham, K.C., Mr. J. G. Trapnell, K.C., Master Valentine Ball, Master H. F. Blake, Master D. S. Gibbon, M.C., Master C. P. Hawkes, Dr. E. Leslie Burgin, M.P., Mr. G. C. Blagden, Mr. Kenneth Brown, Mr. T. Bucknill, Mr. Kenneth Carpmael, Mr. R. Clifford-Turner, Miss H. M. Cross, Hon. Edward Duke, Dr. William Fairlie, Mr. F. M. Guedalla, Mr. F. L. C. Hodson, M.C., Dr. Idelson, Mr. William Latey, M.B.E., Mr. H. Lightman, Mr. F. Alan Martineau, Mr. Noel Middleton, Mr. G. F. Pitt-Lewis, Mr. G. Granville Sharp, Mr. Gerald Upjohn.

General Council of the Bar.

REPORT ON THE SECOND INTERIM REPORT OF THE BUSINESS OF COURTS COMMITTEE.

1. The General Council of the Bar in response to the invitation of the Lord Chancellor has given careful consideration to the recommendations contained in the Second Interim Report of the Business of Courts Committee. It has done so with a sincere desire to make its contribution towards securing greater economy and efficiency in the administration of justice in the light of the experience of its members as practising members of the Bar, and it has in so doing kept steadfastly in mind that the dominating consideration is the interest of the public and not the interest of the Bar or any particular section of it.

2. Subject to what is hereafter said with regard to the constitution of the Court of Appeal, the Council believes that the rights of appeal as at present existing can with advantage be restricted and regulated, and it approves of the proposed elimination of the Divisional Court so that, subject to what is said later as to Crown Paper work, all appeals now heard by that Court would go to the Court of Appeal, and also of the recommendation that there should be no appeal from the Court of Appeal in any case except by leave of that Court or the House of Lords, with liberty when leave is given to impose conditions upon the appellant.

3. It is very obvious that such alterations with respect to appeals must not only have the effect of greatly increasing the work of the Court of Appeal, but inasmuch as that Court will then become—as is indeed desired—the final appeal tribunal in the vast majority of cases, it is increasingly important that its constitution should be such as to command the confidence of the legal profession and the public.

4. On the first of these points the Council is satisfied that it will be impossible for the Court of Appeal to cope with the increased quantity of work with which it will in future have to deal unless there is such an increase in the number of Appeal Judges as will enable three Courts to be constituted instead of the two Courts possible at present. The Council is strongly of opinion that unless this is done there would inevitably be serious congestion in the appeal work and great inconvenience and hardship would be caused.

In this connection the Council thinks it may with advantage be pointed out that the work of the Court of Appeal will be largely increased by the restriction on the right of trial by jury as well as by the abolition of the Divisional Court.

5. Apart from the questions of numbers the Council is gravely impressed with the supreme necessity of maintaining the dignity and status of the Court which will normally constitute the final tribunal. This consideration points strongly to a body of Lords Justices specially appointed.

6. The Council finds itself unable to agree with the recommendations of the Committee that the Court of Appeal should be constituted of a body selected from amongst the whole number of puisne judges. Selection must be in that case either by rotation or nomination. Rotation means that every judge, irrespective of his aptitude for appellate work, must sit from time to time in the Court of Appeal. Nomination, however performed, is invidious and unsatisfactory in operation.

Both methods have the common objection that the puisne judges would be having their decisions reviewed by their colleagues of equal rank one day and themselves be reviewing the decisions of those colleagues of equal rank the next day. The work of an appellate tribunal particularly in civil cases differs in many respects from that of a Court of first instance. Experience in Courts of first instance is no doubt eminently desirable in Judges of Appeal, but the work of an appellate

tribunal calls for and develops some qualities not required to so great an extent in Courts of first instance. The Council feels sure that the co-ordination and consistency so desirable in a Court of Appeal, and especially in what is to be normally a final Court of Appeal, are best secured by a body of men specially selected for permanent employment in that work, permanently working together, and deliberately recognised as of a higher judicial rank and higher judicial authority than the judges whose decisions they are called on to review. The public will of necessity regard such an appellate tribunal with more confidence than one constituted of judges of the same rank as the one from whom the appeal is laid, and might indeed be excused for regarding an appeal from one judge to three others of the same rank as an unnecessary duplication of expense and delay.

7. The Council agrees that no change is necessary in connection with the Court of Criminal Appeal, except that it would be an advantage if its decisions were given the authority of the Court of Appeal. Crown Paper work, or at least a large proportion of it, might be reserved for the Court of Criminal Appeal.

8. The Council concurs in the recommendations with respect to the Probate Divorce and Admiralty Division. None of the three branches of the administration of the law at present grouped together has any real affinity with either of the others, and the dissociation of the probate work from the construction of Wills and Administration of Estates by the Chancery Division, not infrequently leads to embarrassing situations which might be avoided if the probate work were transferred as suggested by the Committee to the Chancery Division.

9. The Council is however of opinion that in probate cases which may call for trial by jury there should be a right to apply for a jury within the limits of Section 6 of the Administration of Justice (Miscellaneous Provisions) Act, 1933, with power to transfer the trial of such cases to the King's Bench Division.

10. So far as divorce is concerned the Council considers that any justification for the retention of a separate division is gone now that so much of this work is done by judges of the King's Bench Division on Circuit. It agrees with the recommendation of the Committee that there should be a judge permanently appointed to try divorce cases and to exercise a general superintendence of the divorce work and the arrangements for carrying it out.

11. With regard to the Admiralty work there are in the opinion of the Council good reasons for retaining it in a separate Court or Division—among others the high regard in which the Court is held as a Maritime Court, the national and international importance of retaining its separate identity, the specialised nature of its work, and the difficulties which arise when a judge unfamiliar with the law and practice finds himself called upon to preside. On the other hand there is considerable affinity between admiralty work and commercial work; and in the view of the Council the best course would be to constitute an Admiralty and Commercial Court, to which such work would be allotted, and which should have as its head one of the judges of the King's Bench Division appointed from time to time to act as such.

12. The Council as a whole does not feel well fitted to express an opinion on the proposed alterations in the Circuit arrangements, and considers that the persons best qualified to deal with the suggestions in detail are the members of the Bar practising on the Circuits affected. The Council is, however, in favour in general of a more efficient and economical use of the judges' time on Circuit. It will suggest to the Circuits affected that they should communicate direct with the Lord Chancellor if there is anything they wish to say on the particular proposals made.

13. The Council entertains some doubt as to the practicability of the recommendation that Courts of Quarter Sessions should be required to hold their Sessions shortly before the date fixed for Assizes, and sees difficulties in carrying this recommendation into effect, but is of opinion that the fixing of dates for Quarter Sessions should avoid the danger of prisoners being kept waiting for trial.

14. The Council is unable to see any justification for the recommendation that causes are not to be tried at Assizes unless entered a month before the date at which the Assize is held, and thinks that if this is adopted it will cause inconvenience to litigants.

15. The Council agrees that the power of committal under Section 14 of the Criminal Justice Act, 1925, should be extended by removing the limit of one month in that section, and hopes the Circuits will favourably consider the suggestion made by the Committee that their rules as to attendance at Circuit towns should be modified so as to allow counsel who have appeared in a case before justices to follow it without special fee to the Assize, whether or not that Assize town is on the same Circuit as the places from which the Committal Order is made.

16. The Council sees no objection to the recommendations that the High Court be empowered to remit cases to the County Courts up to £200, and that the jurisdiction of County Court Registrars be increased from £5 to £10; but is of opinion that these or any other extensions of the County Court jurisdiction ought not to be made except by direct legislation.

March 12th, 1934.

The Law Society.

Reception of Past and Present Students.

The Annual Reception by the Teaching Staff at The Law Society's School of Law was held on 15th March in the Society's house. After a musical programme, Mr. T. H. Bischoff, the Chairman of the Legal Education Commitee, introduced Sir Boyd Merriman, President of the Probate, Divorce and Admiralty Division. It was, he said, the first time that Sir Boyd had met in bulk the young of the profession since he had been exalted to his present high office. He wished him a long, distinguished and happy occupation of that office and hoped that he would not be called upon, as Sir Samuel Evans had been, to rewrite the whole law of his subject during a world war. Without wishing to enter into any controversy, Mr. Bischoff concluded, he hoped that as long as Sir Boyd Merriman was spared to preside over the Division, the Division would be spared for him to preside over it.

Sir Boyd Merriman said that he was very glad that Mr. Bischoff, in saying that it was the first time he had met the young of the profession, had added "since he was exalted to his present office," because really he was not so old that he had completely forgotten the time when he had been an articled clerk. He was going to take advantage of the fact that he was on that platform—and approaching senility—to talk as one who had been through the mill himself. He was not only referring to the singers when he said that the evening struck exactly the right note. In the square mile of the City of London they prided themselves on doing business "on the nod." There was no reason why the legal profession should not do business in the same way. Just as there was nothing more tiresome than a cantankerous correspondence between two solicitors manœuvring for position, so there was nothing better in the interests of justice than two solicitors, each standing up for his own client and his client's rights and yet at the same time each trusting the other. There was no better way of getting to know people than getting to know them socially, and as early as possible. For that reason an evening of this kind was a very great thing in professional life.

He urged all students to take full advantage of the Law Students' Debating Society. He had attended every debate held in the Manchester Students' Society and had spoken at every one. It was a very useful thing to be able to think on one's legs. A man who could think on his legs was less likely to be cornered by the importunate client who came in hurriedly and wanted an opinion at once and refused to be put off with the explanation that the solicitor would see him in an hour or two's time. Moreover, the student would probably sometimes have to draw up a brief for counsel. Sir Boyd said he spoke as one who would never again be in the position of speaking of a solicitor as his valued client; nor was he referring to those mystic figures which were arranged through the usual channels and marked on the back of a brief. Much time was spent in reading briefs and in preparing them. There was nothing better—and it was all too rare—than to have a brief prepared with a strict sense of chronology: every event, every letter, every transaction of the case fitted into its chronological order. There was no better way of appreciating the strength or weakness of a case than to study it chronologically. He strongly recommended chronology to his audience.

It would probably be borne in on them sooner or later that, speaking generally, the legal profession was not universally popular. He emphasised the words "speaking generally" because, unless they were singularly unfortunate, they would also find that to that general rule practically every member of the public had one or possibly two exceptions: his own solicitor and, Sir Boyd hoped, his own counsel. If they conducted their professional lives in such a way that the term "my lawyer" was a term of affection and respect, they would not go far wrong.

Dr. G. R. Y. Radcliffe, the Principal of the School, proposed a vote of thanks to Sir Boyd Merriman for his address, and remarked that he could not say how touched he had been by the reference to the supreme need for paying attention to chronology. He took infinite pains, and had sometimes caused infinite pains to others, in trying to instil into some articled clerks a knowledge of the dates of the Kings

and Queens of England. They would realise now that he had been a benefactor indeed. If they only thought of the Kings and Queens of England they would be going along the right lines. He would be less afraid than Mr. Bischoff of speaking on contentious subjects and would say definitely that he trusted the day was far distant when an articled clerk would no longer be able to look forward to being the President of the Probate, Divorce and Admiralty Division, and hoped that that Division, or at any rate, some part of it, would long continue to flourish. It had great traditions, and to destroy it would be to destroy one of the most outstanding features of our legal system. They were especially proud to think that they had been addressed by one who had gained so much from being an articled clerk.

The evening concluded with a performance of Thornton Wilder's one-act play, "Queens of France," excellently presented by the Players' Club, Beaconsfield.

Among those who accepted invitations were Sir Reginald Poole (the President), Sir Philip Martineau, Sir Harry and Lady Pritchard, Sir Maurice Gwyer, K.C.B., K.C., Sir William and Lady Hart, Sir John and Lady Stewart Wallace, The Master Chandler, Mr. J. G. Archibald, Mr. and Mrs. Ernest Bird, Mr. T. H. Bischoff, Mr. H. R. Blaker (the Vice-President) and Mrs. Blaker, Dr. E. Leslie Burgin, M.P. (Parliamentary Secretary to the Board of Trade), Professor and Mrs. Chorley, Mr. and Mrs. G. D. Colclough, Mr. E. R. Cook, C.B.E. (Secretary of The Law Society), and Mrs. Cook, Mr. and Mrs. D. T. Garrett, Dr. H. C. Gutteridge, K.C., Mr. R. A. Gordon, K.C., Mr. and Mrs. W. O. Hart, Mr. L. S. Holmes and Miss Holmes, Mr. and Mrs. A. M. Ingledew, Dr. W. I. Jennings, Mr. A. M. Langdon, K.C., Mr. G. D. Muggeridge, Dr. D. T. Oliver, Mr. F. A. Padmore, Dr. Harold Potter, Dr. G. R. Y. Radcliffe (the Principal) and Mrs. Radcliffe, Dr. W. A. Robson, Mr. and Mrs. Francis Smith, and Mr. W. C. Cleveland Stevens, K.C.

Parliamentary News.

Progress of Bills.

House of Lords.

Air Force Reserve (Pilots and Observers) Bill.
Reported, without Amendment. [20th March.
Aire and Calder Navigation Bill.
Reported, without Amendment. [15th March.
Arbitration Bill.
Read Third Time. [20th March.
British Hydrocarbon Oils Production Bill.
Reported without Amendment. [20th March.
Cambridge University and Town Waterworks Bill.
Reported, with Amendments. [15th March.
Contraceptives Bill.
Read Third Time. [20th March.
Corby (Northants) and District Water Bill.
Read First Time. [20th March.
East Worcestershire Water Bill.
Read First Time. [20th March.
Gas Undertakings Bill.
In Committee. [16th March.
Indian Pay (Temporary Abatements) Bill.
Read Second Time. [21st March.
Judiciary (Safeguarding) Bill.
In Committee. [15th March.
Marriage Act (1886) and Foreign Marriage Act (1892) Amendment Bill.
Read First Time. [21st March.
Ministry of Health Provisional Order (Crosby, Litherland and Waterloo Joint Cemetery District) Bill.
Reported, without Amendment. [15th March.
Ministry of Health Provisional Order (Rochester, Chatham and Gillingham Joint Sewerage District) Bill.
Reported, without Amendment. [15th March.
Ministry of Health Provisional Order (Wirral Joint Hospital District) Bill.
Reported, without Amendment. [15th March.
North Atlantic Shipping Bill.
Read First Time. [20th March.
Public Works Facilities Scheme (Boston Corporation) Bill.
Read Third Time. [21st March.
Rural Water Supplies Bill.
Read Second Time. [20th March.
Solicitors Bill.
Reported, without Amendment. [15th March.
Supply of Water in Bulk (No. 2) Bill.
Read Third Time. [20th March.
Workington Corporation Bill.
Reported, with Amendments. [15th March.

House of Commons.

Army and Air Force (Annual) Bill.
Read First Time. [19th March.
Assessor of Public Undertakings (Scotland) Bill.
Read Second Time. [20th March.
British Sugar (Subsidy) Bill.
Read Second Time. [19th March.
Consolidated Fund (No. 1) Bill.
Read Second Time. [21st March.
Corby (Northants) and District Water Bill.
Read Third Time. [20th March.
East Worcestershire Water Bill.
Read Third Time. [16th March.
Home Settlement Bill.
Read First Time. [20th March.
Illegal Trawling (Scotland) Bill.
Read Second Time. [20th March.
London County Council (General Powers) Bill.
Reported, with Amendments. [21st March.
Marriage Act (1886) and Foreign Marriage Act (1892) Amendment Bill.
Read Third Time. [20th March.
North Atlantic Shipping Bill.
Read Third Time. [15th March.
Overseas Trade Bill.
Reported, without Amendment. [19th March.
Power of Disinheritance Bill (changed to "Inheritance (Family Provision) Bill.")
Reported, with Amendments. [20th March.
Representation of the People (Redistribution of Seats) Bill.
Read First Time. [19th March.
Somersham Rectory Bill.
Reported, without Amendment. [21st March.
South Metropolitan Gas (No. 2) Bill.
Reported, with Amendments. [21st March.
Supply of Water in Bulk (No. 2) Bill.
Read First Time. [21st March.

Questions to Ministers.

ADMIRALTY COURT.

Lord APSLEY asked the Attorney-General whether he is aware that anxiety is felt in shipping circles, not only in Great Britain but in other countries also, as to the proposals contained in the Second Report of the Business of Courts Committee as affecting the Admiralty Court; and whether he can give an assurance that there is no intention of abolishing or in any way diminishing the status or authority of the Admiralty Court.

The ATTORNEY-GENERAL (Sir Thomas Inskip): My attention has been called to statements which have appeared in the Shipping Press as well as in other quarters suggesting that the abolition of the Admiralty Court is under consideration. My Noble Friend, the Lord Chancellor, is well aware of the unique standing and reputation of the Admiralty Court and I am very glad to have his authority for assuring my Noble Friend that nothing will be done in any way to alter its character or diminish its authority. [19th March.

HIS MAJESTY'S JUDGES.

Sir W. DAVISON asked the Prime Minister whether he has considered the memorial from the London Chamber of Commerce urging His Majesty's Government to take steps to reaffirm the independence of His Majesty's judges of Parliament and the executive, and to make it clear that their status is not on a par with that of His Majesty's civil servants; whether he is aware that a declaratory Bill, making provision as above, is now before this House; and whether the Government will give facilities for its further stages.

The PRIME MINISTER (Mr. Ramsay Macdonald): I have read the resolution of the London Chamber of Commerce urging His Majesty's Government to make a declaration reaffirming the independence of the judges and that their status is not on a par with that of His Majesty's Civil Service. I am very glad once more to affirm on behalf of the Government the absolute independence of His Majesty's judges and their unique status among persons in His Majesty's service. I am advised that in these circumstances it is unnecessary to give facilities for the Bill introduced by my hon. Friend. [19th March.

WORKMEN'S COMPENSATION.

Mr. JOEL asked the Home Secretary whether he is prepared to introduce legislation under which all employers will have to insure against risks under the Workmen's Compensation Acts; and whether such insurance will include domestic and other private service.

Sir J. GILMOUR: No such legislation is contemplated at present. [20th March.

Legal Notes and News.

Honours and Appointments.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to whom the name was submitted by the Lord Justice General, to approve of the rank and dignity of King's Counsel to his Majesty in Scotland being conferred on Mr. ROBERT HENRY MACONOCHIE, O.B.E., Advocate.

Professional Announcements.

(2s. per line.)

Messrs. NASH, FIELD & CO., solicitors, after more than sixty years at 12, Queen-street, Cheapside, London, E.C.4, are moving on the 24th March to larger and more convenient offices at Farleigh House, 33, Lawrence-lane, Cheapside, London, E.C.2. Their new telephone numbers will be Metropolitan 3806/7/8, and their new telegraphic address will be "Enefanco, Cent, London."

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

LEGAL & GENERAL ASSURANCE SOCIETY, LIMITED.

At the annual meeting to be held on the 24th of April, the directors will recommend payment of a final dividend for the year 1933 at the rate of 5s. per share free of income tax and a bonus at the rate of 2s. per share free of income tax, both payable on 1st of July, 1934.

The Solicitors' Law Stationery Society, Limited

The report of The Solicitors' Law Stationery Society, Limited, states that sales for the year 1933 were considerably in excess of those in 1932, and the profit for the year amounted to £56,829, against £38,849 in 1932. The available balance amounts to £67,051, and the directors recommend that a dividend of 12 per cent., less income tax, be paid for the year, on account of which an interim dividend of 4 per cent. was paid on 1st November last.

As the dividend exceeds 3 per cent., a bonus is distributable under the articles of association amongst solicitors whose accounts with the Society during the year exceeded £50. A bonus is also payable to the staff under the profit-sharing scheme.

The dividend and bonuses absorb the sum of £46,852, and out of the balance the directors propose to write off £361 appearing in the balance sheet as copyright; to write £5,000 off the amount standing in the balance sheet as freehold premises; to add £2,500 to reserve (same); to place £2,000 to a women's pension reserve; leaving £10,337 to be carried forward.

The annual meeting will be held at 102-7, Fetter-lane, E.C.4, on Tuesday, 27th March, at 12 noon.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Mar. 26	Hicks Beach	Ritchie	*Andrews	More
,, 27	Andrews	Blaker	*More	Ritchie
,, 28	Jones	More	*Ritchie	Andrews
,, 29	Ritchie	Hicks Beach	Andrews	More
	GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Mar. 26	Ritchie	Jones	*Hicks Beach	*Blaker
,, 27	*Andrews	Hicks Beach	Blaker	*Jones
,, 28	More	Blaker	*Jones	*Hicks Beach
,, 29	Ritchie	Jones	Hicks Beach	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

The EASTER VACATION will commence on Friday, the 30th day of March, 1934, and terminate on Tuesday, the 3rd day of April, 1934, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 12th April, 1934.

	Div. Months.	Middle Price 21 Mar. 1934.	Flat Interest Yield.	†Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	111	3 12 1	3 6 2
Consols 2½%	JAJO	80½	3 2 1	—
War Loan 3½% 1952 or after	JD	103⅜	3 7 6	3 4 7
Funding 4% Loan 1960-90	MN	113¾	3 10 4	3 4 3
Victory 4% Loan Av. life 29 years	MS	110¾	3 12 3	3 8 3
Conversion 5% Loan 1944-64	MN	118	4 4 9	2 16 7
Conversion 4½% Loan 1940-44	JJ	110¾	4 1 3	2 13 3
Conversion 3½% Loan 1961 or after	AO	103	3 8 0	3 6 7
Conversion 3% Loan 1948-53	MS	100	3 0 0	3 0 0
Conversion 2½% Loan 1944-49	AO	94½	2 12 11	2 19 3
Local Loans 3% Stock 1912 or after	JAJO	91¾	3 5 5	—
Bank Stock	AO	373	3 4 4	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	83	3 6 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	90	3 6 8	—
India 4½% 1950-55	MN	111½	4 0 9	3 10 11
India 3½% 1931 or after	JAJO	91	3 16 11	—
India 3% 1948 or after	JAJO	79	3 15 11	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 15 0
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 6 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¼% 1948-53	JD	103	3 12 10	3 9 6
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	107xd	3 14 9	3 12 3
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	102½	3 8 4	3 6 5
Victoria 3½% 1929-49	AO	98	3 11 5	3 13 4
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	90½	3 6 4	—
Croydon 3% 1940-60	AO	95	3 3 2	3 5 9
Essex County 3½% 1952-72	JD	103	3 8 0	3 5 9
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	90	3 6 8	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	101	3 9 4	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	78½	3 3 8	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	90	3 6 8	—
Manchester 3% 1941 or after	FA	90	3 6 8	—
Metropolitan Consd. 2½% 1920-49	MJSD	95	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	97	3 1 10	3 2 9
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 8
Do. do. 4½% 1950-70	MN	115	3 18 3	3 6 7
Nottingham 3% Irredeemable	MN	90	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 8 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	107½	3 14 5	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	111½	4 9 8	—
Southern Rly. 4% Debenture	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	111½	4 9 8	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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